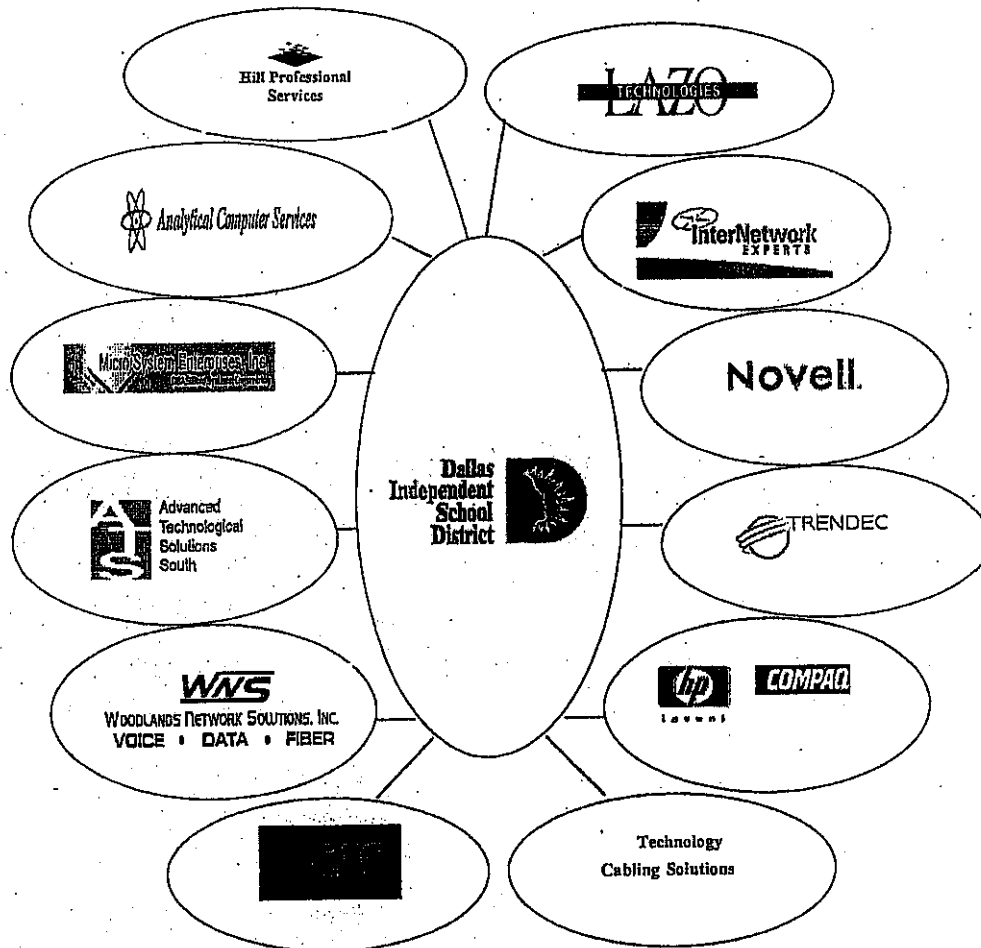


EXHIBIT B-2

**Consortium Statement of Work for Server Upgrades
90% Schools and 80% Schools**

DALLAS INDEPENDENT SCHOOL DISTRICT

Consortium Statement of Work for Server Upgrades



Consortium:

Analytical Computer Services
Advanced Technological Solutions
Communications Supply Corporation
Hewlett Packard/Compaq

Hill Professional Services
InterNetwork Experts
Lazo Technologies
Micro System Enterprises

Novell
Technology Cabling Solutions
AVIZION
Woodlands Network Solutions

February 4, 2003



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Consortium Description

The listed alliance of vendors, both minority and non-minority firms, is built on the premise that expertise exists within the Dallas\Fort Worth Metroplex to provide the solutions the Dallas Independent School District seeks. We believe our individual and collective expertise more than qualifies us to be selected as the DISD partner. As evidenced in the following and documented throughout this response, we believe we provide the best solution to meet DISD's needs.

Members of the consortium are:

Analytical Computer Services
1901 Royal Lane, Suite 102
Dallas, TX 75229
972-247-4227
Frank Trifilio, President/Owner

Hewlett Packard/Compaq
5310 Harvest Hill Road #200
Dallas, TX 75230
972-702-4143
Garrett Goeters

Micro System Enterprises
10430 Shady Trails #105
Dallas, TX 75220
972-239-2174
Blair Thomas, Dir./Operations

Advanced Technology Solutions
1513 Corinth Street
Dallas, TX 75215
214-428-0222
Ruben Ratcliff, Director

Hill Professional Services
3612 Sail Maker Lane
Plano, TX 75023
972-672-8878
Eddie Hill, Principal

Novell
6565 N. McArthur Blvd #500
Irving, TX 75039
972-501-6727
Colby Ward, District Director

Avizion
16300 Addison Road #250
Addison, TX 75001
972-267-7950
Barbara A. Martin, President

InterNetwork Experts
5960 Midway Road
Addison, TX 75001
713-795-2911
Mark Hiltz, President

Technology Cabling Solutions
4528 Crown Ridge
Plano, TX 75024
281-983-9955
William Froechtenicht, President

Communications Supply Corporation
14841 Trinity Boulevard
Fort Worth, TX 771655
817-318-8855
Andy Dean, Director

Lazo Technologies
611 W. Mockingbird LN.
Dallas, TX 75247
214-652-9898
Al Vasquez, Vice President

Woodlands Network Solutions
1901 Royal Lane, Suite 102
Dallas, TX 75229
972-247-4227
Frank Trifilio, President/Owner

The Consortium will use the following two suppliers for additional services:

Lakehills ISC
10420 Jenny's Jump Drive
Austin, TX 78733
512-263-1825
Kevin Killebrew, President

LBI Group Companies
5613 Blue Bird Avenue
Dallas, TX 75237
214-467-9300
A. Gus Warren, Owner

STATEMENT OF WORK

Introduction

This section describes the Services that The Consortium will provide under the terms of The Consortium Customer Agreement (*Agreement*) and this Statement of Work (SOW). Specifically, The Consortium will provide Dallas Independent School District (DISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing DISD locations in Dallas, Texas.

This SOW is comprised of the following sections:

1. Assumptions
2. The Consortium Responsibilities
3. DISD Responsibilities
4. Deliverable Materials/Documentation
5. Project Schedule
6. Completion Criteria
7. Charges

The following are incorporated in and made part of this SOW:

- Appendix A. Deliverable Guidelines
- Appendix B. Project Change Control Procedure
- Appendix C. Equipment and Services
- Appendix D. Signature Page

Changes to this SOW will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this SOW.

This proposal will expire February 28, 2004 unless this date is extended by The Consortium in writing.

1.0 ASSUMPTIONS

1. The Consortium is not responsible for developing a new logical network design as a part of this SOW. The intent of this SOW is to supplement the existing network components using the District's current design and configuration details.
2. DISD has stated it will require up to six hundred four (604) new network servers during the next e-ratable period, (school year 2003 – 2004).
3. No sites affected by The Consortium's performance under this SOW have been declared as "Historical Buildings."
4. DISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
5. DISD and user personnel will be available as described in Section 3.0, "DISD Responsibilities."
6. DISD can provide a current and accurate listing of each school site or DISD building requiring the installation of a new network server.
7. Work under this SOW will be performed at sites within the DISD and will not require travel to sites outside district boundaries.
8. Only those components specified in this SOW are to be supplied and installed by The Consortium. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
9. Any configuration services on these network servers will be performed by The Consortium.
10. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by The Consortium and DISD.
11. Work to be performed at specific sites will be mutually agreed to, and scheduled with The Consortium and DISD at least ten (10) business days prior to the commencement of the work.
12. It is the intention of the Consortium to perform all services and provide all goods contemplated by this SOW. The Consortium may use subcontractors in the performance of this SOW as needed to ensure timely completion of the project.
13. The Consortium and our subcontractor(s), if any are used for the services specified in this SOW, will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of DISD.
14. The Consortium will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by DISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
15. Adequate space will be made available to The Consortium for the purpose of placing Servers installed under this agreement. It is understood by The Consortium and DISD that any delay encountered due to insufficient space may result in time delays and addi-

tional charges incurred by DISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.

16. It is understood by DISD and The Consortium that this SOW is based upon the start date provided below. In the event this date is not achieved, The Consortium reserves the right to extend the projected project completion date on a working day for working day basis, or reduce the scope of the project, and as mutually agreed upon by The Consortium and DISD via the Project Change Control Procedure detailed in Appendix B.
17. It is understood by DISD and The Consortium that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
18. All non-Consortium products must be approved by The Consortium's Product Safety Review Board prior to The Consortium placing an order. If any product does not meet our product safety specifications, The Consortium will work with you to identify an alternate product. Procurement of an alternate product will occur only upon your approval.
19. Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

Exclusions from this SOW

1. The Consortium is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If The Consortium should discover any safety and/or code violations during the course of this project, The Consortium will notify DISD of the problem. The Consortium will not be required to proceed with its work under this SOW until DISD remedies such violation, nor will The Consortium be responsible for delays to the work caused by such violation.
2. On-going network operations and coordination are not included in this SOW.
3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not included in this SOW.
4. Removal of existing telecommunications or CCTV cabling is not required or included in this SOW.
5. No data Media Converters are being supplied under the terms of this SOW.
6. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of DISD, other than the servers procured under the terms of this SOW.
7. It is understood by DISD and The Consortium that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of DISD.

2.0 CONSORTIUM RESPONSIBILITIES

2.1 Project Coordination

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the Consortium tasks described. This task consists of the following activities:

- Establish and coordinate The Consortium efforts with the DISD Project Coordinator.
- Develop and maintain work plans for the performance of The Consortium responsibilities.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the DISD Project Coordinator and team members during status meetings.
- Prepare and submit written Bi-Weekly Status Reports of The Consortium activities to the DISD Project Coordinator.

Completion Criteria: This task will be considered complete when the project is complete and the final Monthly Status Report has been delivered to the DISD Project Coordinator.

Deliverables / Documentation: Bi-Weekly Status Reports.

2.2 Perform Site Survey

Description: The objective of this task is to visit DISD locations and perform site surveys, prior to installation of new network servers.

Completion: This task will be complete for a site when a site visit is completed and the site survey documentation for the site is provided to the DISD Project Manager.

Deliverable / Documentation: Site Survey Documentation

2.3 Installation of Network Servers

Description: The objective of this task is to install up to six hundred four (604) Servers with Operating Software pre-loaded at the factory, or equivalent Servers and Operating Software pre-loaded at the factory, manufactured by others. The Subtasks are:

1. Provide Hardware and Operating Software as listed in Appendix C.
2. Operating Software will be pre-loaded, prior to shipment of the network servers.
3. Deliver each network server to its designated location.
4. Install Consortium network server hardware.
5. Attach server to the existing Ethernet network.
6. Perform power on system test and verify normal power on conditions.
7. "Dress-in" cables in a neat and professional manner.

8. Clean-up the work area, including removal of packing materials.
9. Implement a directory-enabled Network Server architecture.
 - A. Architect, test, and deploy an eDirectory environment that supports Email, Web Access, DNS/DHCP, and Terminal Servers
 - B. Architect, test, and deploy the appropriate Netware 6 or Microsoft Server Operating System installation for each class of server to be deployed
 - C. Architect, test, and deploy a server clustering and external storage to support high availability requirements
 - D. Migrate data from existing servers that are replaced
 - E. Create network accounts for all DISD students and employees
 - F. Provide Network Server Installation and System Configuration Training and Documentation and Skills Transfer
10. Provide Technical Support for the duration of the project:
 - A. Provide Netware 6 and Microsoft 2000 Server, eDirectory, and DNS/DHCP support, maintenance, upgrade, and troubleshooting for the duration of the eRate contract (12 months) that includes:
 - 3 Network Support Team Leaders
 - 10 Senior Network Engineers
 - 10 Network Engineers

Completion: This task will be complete for a server when The Consortium installs the equipment as described and delivers a Network Server Installation Document to the DISD Project Manager.

Deliverables / Documentation: Network Server Installation Document.

3.0 DISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the Consortium Customer Agreement and are to be provided at no charge to Consortium. The Consortium's performance is predicated upon the following responsibilities being fulfilled by DISD.

3.1 General Responsibilities

- Assign a Project Coordinator to represent DISD regarding this contract.
- Provide full access to all DISD school locations as required under this SOW.
- Communicate with appropriate DISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary equipment areas for location of network servers as described within this SOW.
- Provide all necessary power and environmental support to accommodate all The Consortium and DISD provided equipment.
- Inform The Consortium of any change in network requirements in accordance with The Consortium Project Change Control Procedure, Appendix B.

3.2 Project Coordination

Prior to the start of this SOW under the Agreement, DISD will designate a person, called the DISD Project Coordinator, to whom The Consortium communications will be addressed and who has the authority to act for DISD in all aspects of the contract.

The DISD Project Coordinator's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for DISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three (3) working days of The Consortium's request unless DISD and The Consortium agree to an extended response time.
- Help resolve project issues and escalate issues within the DISD organization, as necessary.
- Permit posting of any notifications required by applicable law for Services provided at your locations.



3.3 Data Privacy

You agree to allow The Consortium to store and use your contact information, including names, phone numbers, and e-mail addresses. Such information will be processed and used in connection with our business relationship.

3.4 Required Consents

Before The Consortium begins performance under this Statement of Work, Dallas Independent School District shall be responsible for promptly obtaining and providing for The Consortium all "Required Consents" necessary to The Consortium to access, use, and/or modify software, hardware, firmware, and other products used by Dallas Independent School District for which The Consortium shall provide services described herein. A Required Consent means any consents or approvals required to give The Consortium and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) Dallas Independent School District's or a third party's software, hardware, firmware, or other products used by Dallas Independent (School District) without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Dallas Independent (School District) agrees to indemnify, defend, and hold The Consortium and its affiliates harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against The Consortium alleged to have occurred as a result of Dallas Independent (School District)'s failure to provide any Required Consents.

The Consortium shall be relieved of the performance of any obligations that may be affected by Dallas Independent (School District)'s failure to promptly provide any Required Consents to The Consortium.

3.5 Space, Facilities and Utilities

Provide installation facilities for The Consortium provided equipment. DISD is responsible for space allocation, HVAC and electrical considerations. DISD is responsible for providing power, light and water necessary in performance of this project.

3.6 Security and Laws

DISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by The Consortium comply.



4.0 DELIVERABLES / DOCUMENTATION

The following items will be delivered to DISD under this SOW. See Appendix A, "Deliverable Guidelines" for a description of each deliverable. Deliverable materials are Type II; there are no Type I deliverable materials.

- Monthly Status Report
- Site Survey Documentation
- Network Server Installation Documentation



5.0 SCHEDULE

5.1 Project Dates

- Start Date – July 1, 2003
- End Date – June 30, 2004

5.2 Project Delays

The Consortium will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of The Consortium, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond The Consortium's control or by another cause which you and The Consortium agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 COMPLETION CRITERIA

The Consortium shall have fulfilled its obligations under this SOW when any one of the following occurs:

- The Consortium accomplishes the tasks described in section 2.0, "The Consortium Responsibilities."
- Either of us terminates the Project in accordance with the provisions of The Consortium Customer Agreement.
- The End Date for the contract is reached.

7.0 CHARGES

Total Charges

\$21,905,975.69

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. The Consortium understands that the decision to implement this project is contingent upon award to the District of funding under the E-rate program. The Consortium will not begin work on this project without written notification from Dallas Independent School District that funding has been approved and that work should begin. If such notification has not been received by February 28, 2004, at The Consortium's option, The Consortium may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between Dallas Independent School District and The Consortium as defined in the section titled Project Change Control Procedure. Should Dallas Independent School District not receive the requested funding for E-rate 6 or should Dallas Independent School District receive only partial funding, The Consortium will work with Dallas Independent School District to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. The Consortium reserves a purchase money security interest in the Machines provided until The Consortium receives payment of the amounts due. You authorize The Consortium to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and The Consortium delivers under this Statement of Work.

It is understood by Dallas Independent School District and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from Dallas Independent School District to proceed with E-rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004. This proposal will remain valid through February 28, 2004.

Total Hardware Server Upgrade Services Charge \$21,905,975.69 including travel and living expenses

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

- A) E-rate Eligible Portion..... \$21,905,975.69
- B) Non-Eligible Portion..... \$ 0.00

E-rate Invoicing: Prior to commencing work, The Consortium requires:

- 1) a fully signed contract signature sheet;
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and;
- 3) a copy of the USAC's Funding Commitment Decision letter.



Consortium

As a service to the school, The Consortium will perform dual billing per E-rate terms and conditions. First, The Consortium will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, The Consortium will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice. Please note that although The Consortium will bill the school for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to The Consortium prior to any work being performed or service provided.

The Consortium Service Provider Identification Number (SPIN): 143017760. This offer will be withdrawn if The Consortium is not authorized to perform these Services by February 28, 2004.

APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES

A.1 Bi-Weekly Status Reports

Purpose: The Consortium will provide Status Reports monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the DISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Site Survey Document – Documentation

Purpose: The Consortium will provide a Site Survey Document for DISD location detailing locations, requirements, and special considerations.

Delivery: One (1) hard copy of the document and on (1) electronic copy will be delivered to the DISD Project Coordinator.

Content: The report will consist of the following, as appropriate:

- Site general information
- Site special considerations
- Equipment room locations and requirements

A.3 Network Server Installation Document - Documentation

Purpose: The Consortium will provide for all sites a Server Installation Document summarizing the installation of the Servers at each remote site.

Delivery: One (1) hard copy and one (1) softcopy of the Network Server Installation Document for all remote sites will be delivered to DISD.

Content: The report will consist of the following, as appropriate:

- Site equipment listing



APPENDIX B PROJECT CHANGE CONTROL PROCEDURE

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") *will be prepared, which both parties must sign.* The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, The Consortium may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, The Consortium will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C EQUIPMENT

The Consortium will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

QTY.	PART NUMBER	DESCRIPTION
604	257917-001	DL380 G3 XEON-2.4GHZ 512MB 24X-CD 512KB CACHE GBE
	300678-B21	512MB Registered DIMM Kit (2x256MB)
	300679-B21	1GB Mem Kit...Total Server 4 Gig
	286714-B22	72GB Universal Pluggable Drive 10k
	313054-b21	redundant power supply
	293048-b21	redundant fan option
	257913-b21	Xeon DP 2.4GHz Processor Option Kit
	283552-B21	Smart Array 5302/128 Controller
	162657-002	Warranty Uplift 3yr 24x7 4hr
	227251-001	Remote Insight Lights Out
	190209-001	Remote Insight Lights Out
	119826-B21	Redundant Power
	245161-b21	Rack 10642 Pallet
	225011-001	Hot Plug Redundant Power Supply
	400336-001	Server Console Switch 4 Port
	246107-001	600mm Stabilizer Kit for the Rack 10000
	246099-B21	Sidewall Panel Kit for the Rack 10642
	110936-B21	CPU to Console Switch Cable 12'
	204404-001	R1500XR, NA Low
	221546-001	Integrated Keyboard and Monitor

Software	Qty
Microsoft Advanced Server 2000	604
Microsoft Terminal Services Client Access License	4,000
ArcServe v9 w/2 year maintenance - New Packages	53
ArcServe v9 - Upgrades from v6.6 w/2 year maintenance	200
ArcServe v9 -media	1

Novell Software

Qty

Netware, ZDF, Zfs bundle

163,600

APPENDIX D SIGNATURE PAGE

The Consortium (we) will provide, and Dallas Independent School District (you) agree to accept, The Consortium Services (Services) for "Server Procurement" under the terms and conditions of The Consortium Customer Agreement and this SOW. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to The Consortium Proposal for the provisions of Dallas Independent School District "Server Procurement", dated February 4, 2003.

The Consortium is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should Dallas Independent School District not receive the requested funding for E-rate 6 or should Dallas Independent School District receive only partial funding, The Consortium will work with Dallas Independent School District to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. It is specifically understood by The Consortium and Dallas Independent School District that no E-Rate 6 activity will occur prior to The Consortium's receipt from Dallas Independent School District of written authorization to proceed. It is understood by Dallas Independent School District and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from Dallas Independent School District to proceed with E-Rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004. This proposal will remain valid until February 28, 2004, unless extended by The Consortium.

Total Charges: **\$21,905,975.69**, which includes travel and living expenses. Dallas ISD's portion of this amount shall not exceed \$2,190,597.57.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) The Consortium Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:

By: _____
(Authorized Signature)

Name: _____

Date:

Customer Number: DISD

Customer Address:

3700 Ross Avenue

Dallas, TX 75204

Project name or identifier: Dallas Independent School District—Servers

Start Date: July 1, 2003

Agreed to:

By: _____
(Authorized Signature)

Name: _____

Date:

The Consortium Customer Agreement No.: 1016865

The Consortium Office Address:

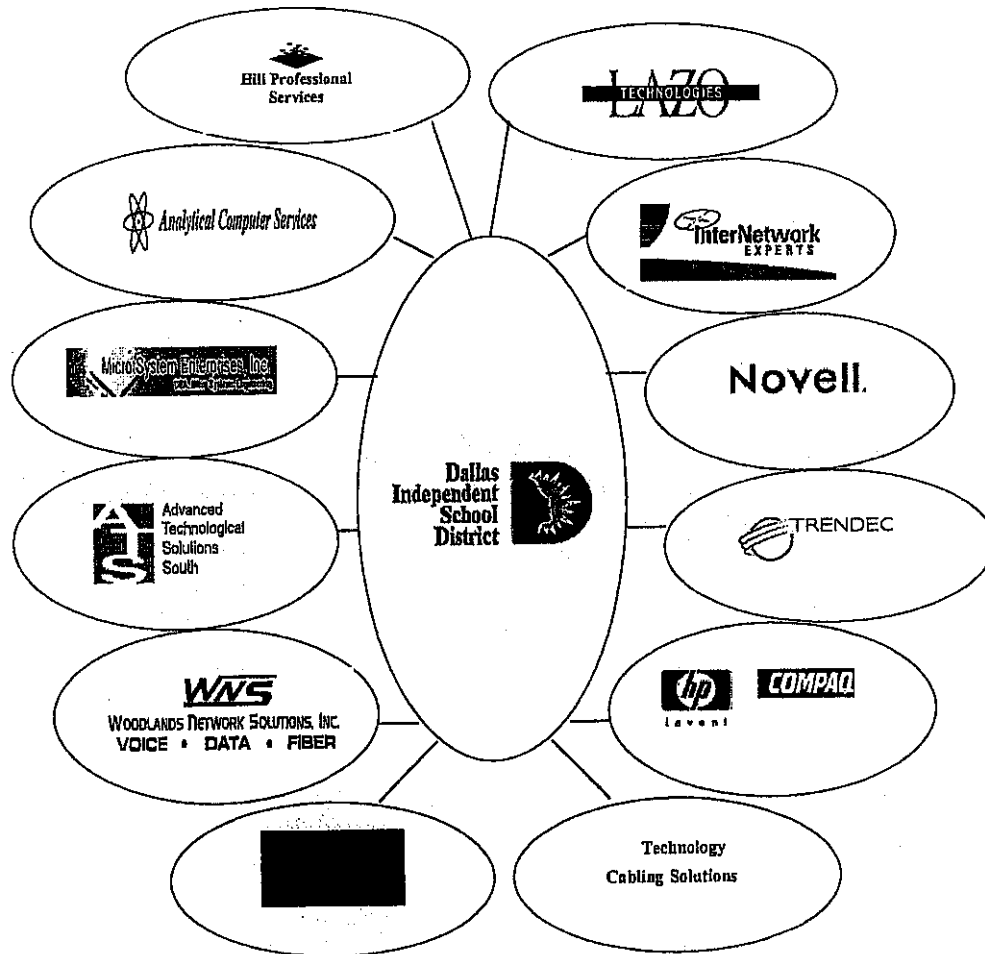
10430 Shady Trail, Suite 150

Dallas, TX 75220

End Date: June 30, 2004

DALLAS INDEPENDENT SCHOOL DISTRICT

Consortium Statement of Work for Server Upgrades—80% Eligible



Consortium:

Analytical Computer Services
Advanced Technological Solutions
Communications Supply Corporation
Hewlett Packard/Compaq

Hill Professional Services
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Micro System Enterprises

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February 4, 2003

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Consortium Description

The listed alliance of vendors, both minority and non-minority firms, is built on the premise that expertise exists within the Dallas\Fort Worth Metroplex to provide the solutions the Dallas Independent School District seeks. We believe our individual and collective expertise more than qualifies us to be selected as the DISD partner. As evidenced in the following and documented throughout this response, we believe we provide the best solution to meet DISD's needs.

Members of the consortium are:

Analytical Computer Services
1901 Royal Lane, Suite 102
Dallas, TX 75229
972-247-4227
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10430 Shady Trails #105
Dallas, TX 75220
972-239-2174
Blair Thomas, Dir./Operations

Advanced Technology Solutions
1513 Corinth Street
Dallas, TX 75215
214-428-0222
Ruben Ratcliff, Director

Hill Professional Services
3612 Sail Maker Lane
Plano, TX 75023
972-672-8878
Eddie Hill, Principal

Novell
6565 N. McArthur Blvd #500
Irving, TX 75039
972-501-6727
Colby Ward, District Director

Avizion
16300 Addison Road #250
Addison, TX 75001
972-267-7950
Barbara A. Martin, President

InterNetwork Experts
5960 Midway Road
Addison, TX 75001
713-795-2911
Mark Hiltz, President

Technology Cabling Solutions
4528 Crown Ridge
Plano, TX 75024
281-983-9955
William Froechtenicht, President

Communications Supply Corporation
14841 Trinity Boulevard
Fort Worth, TX 771655
817-318-8855
Andy Dean, Director

Lazo Technologies
611 W. Mockingbird LN.
Dallas, TX 75247
214-652-9898
Al Vasquez, Vice President

Woodlands Network Solutions
1901 Royal Lane, Suite 102
Dallas, TX 75229
972-247-4227
Frank Trifilio, President/Owner

The Consortium will use the following two suppliers for additional services:

Lakehills ISC
10420 Jenny's Jump Drive
Austin, TX 78733
512-263-1825
Kevin Killebrew, President

LBI Group Companies
5613 Blue Bird Avenue
Dallas, TX 75237
214-467-9300
A. Gus Warren, Owner

STATEMENT OF WORK

Introduction

This section describes the Services that The Consortium will provide under the terms of The Consortium Customer Agreement (*Agreement*) and this Statement of Work (SOW). Specifically, The Consortium will provide Dallas Independent School District (DISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing DISD locations in Dallas, Texas.

This SOW is comprised of the following sections:

1. Assumptions
2. The Consortium Responsibilities
3. DISD Responsibilities
4. Deliverable Materials/Documentation
5. Project Schedule
6. Completion Criteria
7. Charges

The following are incorporated in and made part of this SOW:

- Appendix A. Deliverable Guidelines
- Appendix B. Project Change Control Procedure
- Appendix C. Equipment and Services
- Appendix D. Signature Page

Changes to this SOW will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this SOW.

This proposal will expire February 28, 2004 unless this date is extended by The Consortium in writing.